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PPI Apparel Group

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BRAGEL INTERNATIONAL, INC.,

Plaintiff,

vs.

STYLES FOR LESS, INC., et al.,

Defendants.

AND RELATED COUNTERCLAIMS

Case No. 8:15-cv-01756-R-(FFMx)

**STIPULATED PROTECTIVE  
ORDER**

**Hon. Manuel L. Real**  
**Magistrate Judge Frederick F.**  
**Mumm**

IT IS HEREBY ORDERED that the following terms and conditions shall govern the handling of discovery materials in the Litigation:

1. Applicability of Order:

a. This Order will otherwise be applicable to and govern the handling of documents, depositions, deposition exhibits, interrogatory responses, responses to requests for admissions, responses to requests for production of documents, and all other discovery obtained pursuant to the Federal Rules of Civil Procedure by or from a party or non-party in connection with the Litigation (this information hereinafter referred to as “Discovery Material”).

b. As used herein, “Producing Party” or “Disclosing Party” shall refer to the parties to this action and any non-party that give testimony or produce documents or other information, and “Receiving Party” shall refer to the parties to this action and any non-party that receives such information.

c. As used herein, the term “Counsel” shall refer to outside counsel of record and other attorneys, paralegals, secretaries, and other support staff employed in the law firms identified below:

(1) Lewis Roca Rothgerber Christie, LLP

(2) Buchalter Nemer PC

(3) Kroub, Silbersher & Kolmykov PLLC

2. Designation of Material: Any Producing Party may designate Discovery Material that is in its possession, custody or control to be produced to a Receiving Party as “Confidential — Subject to Protective Order” or “Confidential — Subject to Protective Order — COUNSEL’S EYES ONLY” under the terms

1 of this Order if the Producing Party in good faith reasonably believes that such  
 2 Discovery Material contains non-public, confidential material as defined in  
 3 paragraph 3 below (hereinafter, "Confidential Material").

4 3. Confidential Material: For purposes of this Order, Confidential  
 5 Material is any material that a party believes in good faith to contain  
 6 "Confidential Information."

7 4. Designating Confidential Material: The designation of Discovery  
 8 Material as Confidential Material for Purposes of this Order shall be made in the  
 9 following manner, and subject to the following provisions:

10 a. Designation as "Confidential — Subject to Protective Order":  
 11 Any party may designate information as "Confidential —  
 12 Subject to Protective Order" only if, in the good faith belief of  
 13 such party and its counsel, the unrestricted disclosure of such  
 14 information (1) would be prejudicial to the business or  
 15 operations of such party; or (2) would otherwise violate any  
 16 protected privacy rights of such party.

17 b. Designation as "Confidential — Subject to Protective Order  
 18 — COUNSEL'S EYES ONLY": Any party may designate  
 19 information as "Confidential — Subject to Protective Order —  
 20 COUNSEL'S EYE ONLY" only if, in the good faith belief of  
 21 such party and its counsel, the information is among that  
 22 considered to be most sensitive by the party, including but not  
 23 limited to trade secret or other confidential research,  
 24 development, or financial information, such that it should not  
 25 be viewed or reviewed by anyone other than as provided in  
 26 Paragraph 8.

27 c. Documents: In the case of documents or other materials (apart  
 28 from depositions or other pre-trial testimony), designation

1 shall be made by affixing the legend “Confidential — Subject  
2 to Protective Order” or “Confidential — Subject to Protective  
3 Order — COUNSEL’S EYES ONLY” to each page  
4 containing any Confidential Material.

5 d. Deposition: In the case of depositions, designation of the  
6 portion of the transcript (including exhibits) which contains  
7 Confidential Material shall be made (i) by a statement to such  
8 effect on the record during the deposition, or (ii) by written  
9 notice served on counsel of record in this Litigation within  
10 thirty (30) days after the receipt of the draft transcript of such  
11 proceeding. However, before such thirty (30) day period  
12 expires, all testimony, exhibits and transcripts of depositions  
13 shall be treated as Confidential Material. All portions of  
14 deposition transcripts not designated Confidential Material as  
15 provided in this Paragraph 4(d) shall be deemed not  
16 confidential.

17 e. Non-Paper Materials: Any Confidential Material that is in a  
18 format other than paper (e.g., videotape, audio tape, computer  
19 disk, etc.) may be designated as such by labeling the outside of  
20 such non-written material designated as “Confidential —  
21 Subject to Protective Order” or Confidential — Subject to  
22 Protective Order — COUNSEL’S EYES ONLY”. If  
23 Confidential Information is contained in an electronic format  
24 without a physical container (e.g., an electronic file  
25 transmitted by email, or via an FTP site), it may be designated  
26 by written or email notice to the recipients at or before the  
27 time of production or by placing “CONFIDENTIAL,”  
28 “COUNSEL’S EYES ONLY,” or similar designations in the

1 electronic file names. In the event a Receiving Party generates  
2 any hard copy transcription or printout from any such  
3 designated non-paper materials, the person who generates  
4 such hard copy transcription shall take reasonable steps to  
5 maintain the confidentiality of such materials.

6 5. Inadvertent Disclosure: The inadvertent failure to designate  
7 Confidential Material as Confidential does not constitute a waiver of such claim  
8 and may be remedied by prompt supplemental written notice upon discovery of  
9 the inadvertent disclosure, with the effect that such Confidential Material will be  
10 subject to the protections of this Order. The Receiving Party shall exercise good  
11 faith efforts to ensure that copies it makes of Confidential Material produced to it,  
12 and copies made by others who obtained such Confidential Material directly or  
13 indirectly from the Receiving Party, include the appropriate confidentiality  
14 legend, to the same extent that the Confidential Material has been marked with  
15 the appropriate confidentiality legend by the Producing Party.

16 6. Notice to Non-Parties: Any Party issuing a subpoena to a non-party  
17 may enclose a copy of this Protective Order. A non-party responding to  
18 discovery in this case may designate Confidential Material in the same manner,  
19 and with the same effect, as a party.

20 7. Persons Authorized to Receive Confidential Material Designated as  
21 "Confidential — Subject to Protective Order": Discovery Material designated  
22 "Confidential — Subject to Protective Order" may be disclosed, summarized,  
23 described, characterized or otherwise communicated or made available in whole  
24 or in part only to the following persons:

- 25 a. The Court and any applicable appellate court, their personnel,  
26 and their stenographic reporters;
- 27 b. Counsel and law firms of record in this Litigation and  
28 supporting personnel employed in the law firms of such

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- 1 counsel of record (e.g., attorneys, paralegals, clerks,  
2 secretaries, contract attorneys, clerical personnel) assigned to  
3 and reasonably necessary to assist in this Litigation;  
4 c. Experts or consultants assisting any counsel of record in this  
5 Litigation (and their support personnel), provided such experts  
6 and consultants have signed the Agreement Concerning  
7 Information Covered by Protective Order attached hereto as  
8 Exhibit A;  
9 d. Executives, technical personnel, and in-house legal counsel of  
10 the Receiving Party who are required in good faith to provide  
11 assistance in the conduct of this litigation, including any  
12 settlement discussions, and who are identified as such in  
13 writing to counsel for the Producing Party in advance of the  
14 disclosure and who have signed the Agreement Concerning  
15 Information Covered by Protective Order attached hereto as  
16 Exhibit A;  
17 e. One (1) person having authority to enter into a settlement  
18 agreement on behalf of the Receiving Party, provided the  
19 person is identified as such in writing to counsel for the  
20 Producing Party in advance of the disclosure and has signed  
21 the "Agreement Concerning Information Covered by  
22 Protective Order" attached hereto as Exhibit A;  
23 f. Court reporters, videographers, translators, and graphics and  
24 design services retained by counsel of record in this Litigation  
25 for purposes of this Litigation, provided they have signed the  
26 Agreement Concerning Information Covered by Protective  
27 Order attached hereto as Exhibit A. A signature by an  
28 authorized representative of company the company who

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confirms that he or she has appropriately advised the relevant employees of the confidentiality obligations in this order and taken reasonable steps to comply thereto shall be sufficient;

g. Commercial copy vendors retained by counsel of record in this action for purposes of this Litigation, provided such vendors have signed the Agreement Concerning Information Covered by Protective Order attached hereto as Exhibit A. A signature by an authorized representative of company the company who confirms that he or she has appropriately advised the relevant employees of the confidentiality obligations in this order and taken reasonable steps to comply thereto shall be sufficient;

h. During their depositions, witnesses in the Litigation who agree on the record to maintain the confidentiality of relevant documents or information shown to them or who have signed the Agreement Concerning Information Covered by Protective Order attached hereto as Exhibit A;

i. Any person indicated by a document marked as Confidential Material to be an author, addressee, or copy recipient of the Confidential Material, or as to whom there has been testimony, whether at deposition or trial, or by declaration or affidavit, that the person was the author or recipient of the Confidential Material; and

j. Any other person, only upon order of the Court or upon stipulation of the Producing Party, which may be conditioned on, without limitation, signing of the Agreement Concerning Information Covered by Protective Order attached hereto as Exhibit A.

8. Persons Authorized to Receive Confidential Material Designated as



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1 "Confidential — Subject to Protective Order — COUNSEL'S EYES ONLY":  
2 Confidential Material Designated "Confidential — Subject to Protective Order —  
3 COUNSEL'S EYES ONLY" may be disclosed, summarized, described,  
4 characterized, or otherwise communicated or made available in whole or in part  
5 only to the persons identified in Paragraphs 7(a), (b), (e), (f), (g), (i), and (j)  
6 above, and to independent experts only under the conditions set forth in this  
7 paragraph. The party seeking to provide Confidential Material designated  
8 "Confidential — Subject to Protective Order — COUNSEL'S EYES ONLY" to  
9 an independent expert or consultant must first provide the producing party with  
10 the name and curriculum vitae of the proposed independent expert or consultant,  
11 and an executed copy of the "Agreement Concerning Information Covered by  
12 Protective Order" (attached hereto as Exhibit A), along with identification of each  
13 person or entity from whom the expert or consultant has received compensation  
14 for work in his or her area of expertise or to whom the expert or consultant has  
15 provided professional services at any time during the preceding four (4) years;  
16 and identification (by name, case number, filing date, and location of court) of  
17 any litigation in connection with which the expert or consultant has provided any  
18 professional services during the preceding four (4) years. However, if disclosure  
19 of either the identity of the entity for which the work is being or has been  
20 performed or the subject matter of that work, or both, is deemed proprietary, then  
21 the fact that certain information is being withheld on the basis that it is  
22 proprietary shall be disclosed. The written notice required under this paragraph  
23 need not be given to non-parties who have produced Confidential Material subject  
24 to this Order. Any objection by the producing party to an independent expert or  
25 consultant receiving Confidential Material must be made in writing within ten  
26 (10) days following receipt of the identification of the proposed expert or  
27 consultant. Such an objection must state with particularity the grounds for the  
28 objection and the scope of the Confidential Material that is subject to the



1 objection. Confidential Material may be disclosed to an independent expert or  
 2 consultant if the ten (10) day period has passed and no objection has been made.  
 3 The approval of independent experts or consultant must not be unreasonably  
 4 withheld, and any objection must be based on a party's good-faith belief that  
 5 disclosure of its Confidential Material to the expert or consultant is likely to result  
 6 in business or economic harm to that party.

7 9. Use of Confidential Material: Confidential Material shall be used  
 8 solely for purposes of the Litigation, including any appeal and retrial.

9 10. Agreement Must be Signed Prior to Disclosure: Each person to  
 10 whom Confidential Material may be disclosed that is also required to sign the  
 11 "Agreement Concerning Information Covered by Protective Order" (attached  
 12 hereto as Exhibit A) pursuant to Paragraphs 7(c)-7(g) and 6 and Paragraph 8 shall  
 13 do so prior to the time such Material is disclosed to him or her.

14 11. Filing of Confidential Material: Without written permission from  
 15 the Producing Party or a court order secured after appropriate notice to all  
 16 interested persons, a party may not file in the public record in this action any  
 17 Confidential Material. A Party that seeks to file under seal any Confidential  
 18 Material must comply with Civil Local Rule 79-5. Confidential Material may  
 19 only be filed under seal pursuant to a Court order authorizing the sealing of the  
 20 specific Confidential Material at issue. Pursuant to Civil Local Rule 79-5, a  
 21 sealing order will issue only upon a request establishing that the Confidential  
 22 Material at issue is privileged, protectable as a trade secret, or otherwise entitled  
 23 to protection under the law. If a Receiving Party's request to file Confidential  
 24 Material under seal is denied by the Court, then the Receiving Party may file the  
 25 Confidential Material in the public record unless otherwise instructed by the  
 26 Court.

27 12. No Prejudice: Agreeing to be bound by this Protective Order,  
 28 agreeing to and/or producing or receiving Confidential Material or otherwise

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1 complying with the terms of this Order shall not:

- 2 a. Prejudice in any way the rights of the parties to object to the
- 3 production of documents they consider not subject to
- 4 discovery, or operate as an admission by any party that the
- 5 restrictions and procedures set forth herein constitute adequate
- 6 protection for any particular information deemed by any party
- 7 to be Confidential Material;
- 8 b. Prejudice in any way the rights of any party to object to the
- 9 authenticity or admissibility into evidence of any document,
- 10 testimony or other evidence subject to this Order;
- 11 c. Prejudice in any way the rights of a party to seek a
- 12 determination by the Court whether any Confidential Material
- 13 should be subject to the terms of this Order; or
- 14 d. Prejudice in any way the rights of a party to petition the Court
- 15 for a protective order relating to any purportedly confidential
- 16 information.

17 13. No Waiver of Privilege: Disclosure (including production) of  
 18 information that a Party or non-party later claims should not have been disclosed  
 19 because of a privilege, including, but not limited to, the attorney-client privilege  
 20 of work product doctrine (“Privileged Information”), shall not constitute a waiver  
 21 of, or estoppel as to, any claim of attorney-client privilege, attorney work-  
 22 product, or other ground for withholding production as to which the Producing  
 23 Party would be entitled in the litigation or any other federal or state proceeding.

24 14. Additional Parties or Attorneys: In the event additional parties join  
 25 or intervene in this action, the newly joined party shall not have access to  
 26 Confidential Material until its counsel has executed and, at the request of any  
 27 party, filed with the Court its agreement to be fully bound by this Order.

28 15. No Prejudice For Further Relief: This Protective Order is without

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1 prejudice to the right of any party to seek other or further relief from the Court.

2 16. Conclusion of Litigation: Within ninety (90) days after receiving  
3 notice of the entry of an order, judgment or decree finally disposing of this  
4 Litigation, all persons having received Confidential Material shall either return  
5 such material and all copies thereof to counsel for the Producing Party, or destroy  
6 all such Confidential Material, and, in either case, certify that fact to counsel for  
7 the Producing Party. Counsel of record shall make arrangements for the return of  
8 Confidential Material that counsel of record provided to any persons or entities in  
9 paragraph 7, except the Court, court personnel, and court reporters. Outside  
10 counsel of record for the parties shall be entitled to retain court papers,  
11 depositions, trial transcripts and attorney work product, provided that such  
12 outside counsel of record shall not disclose Confidential Material to any person  
13 except pursuant to a court order or agreement with the party that produced the  
14 Confidential Material. All material returned to the parties or their counsel by the  
15 Court shall likewise be disposed of in accordance with this paragraph.

16 17. Redaction Allowed: Any Producing Party may redact from the  
17 documents and things it produced matter that the Producing Party claims is  
18 subject to attorney-client privilege or work product immunity. The Producing  
19 Party shall mark each thing where matter has been redacted with a legend stating  
20 "REDACTED," as appropriate, or a comparable notice. Where a document  
21 consists of more than one page, at least each page on which information has been  
22 redacted shall be so marked. The Producing Party shall preserve an unredacted  
23 version of each such document.

24 18. Challenges to Confidentiality Designations:

- 25 a. The parties will use reasonable care when designating any  
26 documents, materials, items, or information as "Confidential –  
27 Subject to Protective Order" or "Confidential – Subject to  
28 Protective Order – COUNSEL'S EYES ONLY." Nothing in

1 this Order shall prevent a Receiving Party from contending  
2 that documents, material, or information designated as  
3 “Confidential – Subject to Protective Order” or “Confidential  
4 – Subject to Protective Order – COUNSEL’S EYES ONLY”  
5 have been improperly designated. A Receiving Party may at  
6 any time request that the Producing Party cancel or modify the  
7 confidentiality designation with respect to any such document,  
8 material, item, or the information contained therein.

- 9 b. A Receiving Party shall not be obligated to challenge the  
10 propriety of a “Confidential – Subject to Protective Order” or  
11 “Confidential – Subject to Protective Order – COUNSEL’S  
12 EYES ONLY” designation at the time made, and a failure to  
13 do so shall not preclude a subsequent challenge thereto. Such a  
14 challenge shall be written and served on counsel for the  
15 Producing Party, and shall particularly identify the documents,  
16 materials, items, or information that the Receiving Party  
17 contends should be differently designated. The Receiving  
18 Party and Producing Party shall use their best efforts to  
19 resolve promptly and informally such disputes. If agreement  
20 cannot be reached, the Receiving Party may file a motion  
21 requesting that the Court cancel or modify a “Confidential –  
22 Subject to Protective Order” or “Confidential – Subject to  
23 Protective Order – COUNSEL’S EYES ONLY” designation.  
24 Any such application shall comply with Local Rule 37. Upon  
25 any such application to the Court, the burden shall be on the  
26 Producing Party to show that the challenged designation is  
27 proper.

- 28 19. Subpoena from Third Party: If any person subject to this Order who

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has custody of any Confidential Materials receives a subpoena or other process (“Subpoena”) from any government or other person or entity demanding production of Confidential Materials, the recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission, followed by either express mail or overnight delivery to counsel of record for the Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production of the Confidential Materials, and/or seek to obtain confidential treatment of such Confidential Materials from the subpoenaing person or entity to the fullest extent available under law. Absent agreement of the Designating Party, the recipient of the Subpoena may not produce any Confidential Materials prior to the date specified for production on the Subpoena.

20. Legal Advice: Nothing in this Order shall be interpreted to restrict an attorney permitted to receive Confidential Material from rendering legal advice to or discussing with her or his client the merits of any issue in this action as long as the specific substance or content of the Confidential Material is not revealed to a person who is not qualified to receive such information under the terms of this Order.

21. This Order shall govern as of the filing date of this lawsuit until modified or superseded by a further Order of this Court and is without prejudice to any Party moving to amend this Order at a later time. The restrictions and mandates of this Order may be altered by written agreement of the parties or, as applicable, the parties and any non-party.

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1           22. This Order shall remain in full force and effect after the termination  
2 of this action, or until canceled or otherwise modified by Order of this Court.  
3

4 DATED: June 20, 2016  
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6  
7

A handwritten signature in blue ink, appearing to read 'Real', is positioned above a horizontal line.

HON. MANUEL L. REAL  
United States District Judge

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**EXHIBIT "A"****ACKNOWLEDGMENT OF RECEIPT OF PROTECTIVE ORDER  
REGARDING CONFIDENTIAL INFORMATION AND AGREEMENT TO  
BE BOUND THEREBY**

I acknowledge receipt of a copy of the Protective Order, dated \_\_\_\_\_, 20\_\_ (the "Order"), and I agree that I will be bound by its terms and provisions; and that I will not reveal the contents of any materials I obtain including titles in connection with this litigation to anyone, except the persons authorized to receive such materials pursuant to this Order. I agree that, if I receive any document marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER – COUNSEL'S EYES ONLY," or otherwise designated as confidential within the terms of the Order, I will not make any copies thereof without the written consent of the person furnishing such document to me.

I agree that I will maintain a log, by Bates number, of all documents received pursuant to this Order, and, if asked, shall produce that log to counsel for any requesting party.

I agree that, within thirty (30) days after I receive notification that this lawsuit has been concluded, I shall return to counsel for the producing party in a manner that can be tracked (such as FedEx or UPS), all copies of confidential documents that I have received pursuant to the terms of the Order.

I hereby consent to the personal jurisdiction of the United States District Court for the Central District of California with regard to any matter related to or arising out of the Order, and I acknowledge that I have read the Order and understand its terms. I further acknowledge that I may be subject to sanctions by the Court if I fail to comply with the terms and conditions of this Order.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Recipient of Documents

\_\_\_\_\_  
Print Name